

MEMORANDUM OF UNDERSTANDING

by and between

THE REPUBLIC OF THE MARSHALL ISLANDS,
THE RONGELAP ATOLL LOCAL GOVERNMENT COUNCIL,
THE UNITED STATES DEPARTMENT OF ENERGY
OFFICE OF ENVIRONMENT, SAFETY AND HEALTH

and

THE UNITED STATES DEPARTMENT OF THE INTERIOR,
OFFICE OF TERRITORIAL AND INTERNATIONAL AFFAIRS

for the

RONGELAP RESETTLEMENT PROJECT

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU"), is made by and between the REPUBLIC OF THE MARSHALL ISLANDS (hereinafter referred to as "RMI"), the RONGELAP ATOLL LOCAL GOVERNMENT COUNCIL (hereinafter referred to as "RALGOV"), the UNITED STATES DEPARTMENT OF ENERGY represented by the Office for Environment, Safety and Health (hereinafter referred to as "DOE/ES&H"), and the UNITED STATES DEPARTMENT OF THE INTERIOR represented by the Office of Territorial and International Affairs (hereinafter referred to as "DOI/OTIA").

WITNESSETH:

WHEREAS, the purpose of this MOU is to implement provisions of Title I, Sections 103(i) and 105(c) of U.S. Public Law 99-239; and

WHEREAS, in furtherance of the foregoing provisions of U.S. Public Law 99-239 and Nitijela Resolution 1986-62, RMI and RALGOV have caused to be prepared the "Rongelap Atoll Resettlement Project Scientific Work Plan", a copy of which is attached hereto (and hereinafter referred to as the "Rongelap Work Plan"); and

WHEREAS, in furtherance of the foregoing provisions of U.S. Public Law 99-239, the U.S. Congress has appropriated funds for the implementation and support of the Rongelap Work Plan pursuant to Public Law 102-154; and

WHEREAS, RMI and RALGOV have agreed to and shall by a future separate agreement establish a Rongelap Resettlement Project (hereinafter referred to as the "Rongelap Resettlement Project") in order to fully implement and assure the day-to-day management of the scientific studies and conduct other resettlement activities; and

WHEREAS, all the parties to this MOU are committed to taking all actions required in order to assure the timely implementation of the Rongelap Work Plan and such future resettlement activities and actions as may subsequently prove necessary such that the resettlement of the people of Rongelap may be secured;

NOW THEREFORE, be it agreed as follows:

ARTICLE I - GENERAL

Agreement generally by and between the signatory parties:

1. The activities of the Rongelap Atoll Resettlement Project Scientific Work Plan, otherwise referred to herein as the "Rongelap Work Plan", are hereby endorsed by each of the signatory parties as the proper scientific studies that are necessary to characterize the radiological and environmental conditions of the southern islands of Rongelap Atoll, and upon which the determination for resettlement of the southern islands will be made and further that:
2. The signatory parties commit themselves, one to the other and each to all, that upon receipt of funding for the Rongelap Work Plan pursuant to U.S. Congressional appropriation they shall fully cooperate in and support the completion of the Rongelap Work Plan and the studies undertaken pursuant thereto.

ARTICLE II

AGREEMENT BY AND BETWEEN DOI/OTIA AND DOE/ES&H, RALGOV, AND RMI
FOR THE IMPLEMENTATION AND CONDUCT OF THE RONGELAP WORK PLAN
IN SUPPORT OF THE RESETTLEMENT OF THE PEOPLE OF RONGELAP

The Department of Interior/Office of Territorial and International Affairs, the Department of Energy/Office of Environment, Safety and Health, the Rongelap Atoll Local Government Council on behalf of the People of Rongelap, and the Republic of the Marshall Islands further agree that:

[The initial stage - Determination of readiness for resettlement]

1. The study and ultimate resettlement of Rongelap shall be undertaken in stages, beginning with an initial environmental and radiological assessment of Rongelap Island and those islands comprising the southern one-half of Rongelap Atoll, said area to encompass on the western side of Rongelap Atoll from Bokonlep Island south and on the eastern side from Erebot Island south.

2. The primary condition of a determination to initiate resettlement for the area defined in Section 1 of this Article is that the calculated maximum whole-body radiation dose equivalent to the maximally exposed resident shall not exceed 100 millirem (mrem)/year above natural background, based upon a local food only diet, such that if the radiological assessment undertaken in accordance with the Rongelap Work Plan demonstrates that no individual would receive an annual radiation dose equivalent in excess of 100 mrem above natural background, resettlement will ensue. RALGOV may at its discretion give consideration to additional potential measures (i.e., application of fertilizers) to reduce individual and population radiation exposures to the returning population further below the 100 mrem/year limit.

3. The "local food only diet" declaration is meant to constitute a traditional Rongelapese diet consisting of local food taken, grown and/or gathered from the southern islands of Rongelap Atoll and the immediately surrounding waters as defined in Section 1 of this Article. It is agreed that the makeup of a Rongelap "local food only diet", and for comparison purposes a more "realistic diet", shall be more precisely determined and quantified pursuant to the Rongelap Work Plan, in consultation with the Rongelap community. In its determination of what constitutes a "local food only diet", the Rongelap Atoll Local Government Council may at its discretion include imported foods that are staples of the diet, e.g. rice.

4. (a) An additional condition of mitigation is the extent of transuranic contamination, especially plutonium contamination of soil. The parties are agreed that this issue, as well as the possible need for an environmental cleanup program solely for transuranic contamination, requires careful deliberation. To this end, it is agreed that the studies undertaken pursuant to the Rongelap Work Plan shall include measurements of transuranics in the environment of Rongelap Atoll, utilizing as an action limit the screening level of the U. S. Environmental Protection Agency ("EPA") of 0.2 microcuries per square meter, which has been translated by the DOE/ES&H into an activity concentration of 17 picocuries/gram (pCi/g) of transuranics averaged in the top 5 centimeters (cm) of soil. The action limit has been set at 17 pCi/g of transuranics in soil. Measurement of transuranic contamination in the environment and determination of whether the action limit has been met or exceeded will be made pursuant to an appropriate environmental sampling plan developed by the Rongelap Resettlement Project.

(b) Should the Rongelap Work Plan investigations determine that no soil concentration of transuranics is in excess of the aforementioned prescribed action limit, then no further consideration for soil clean-up of transuranics is warranted. If, on the other hand, it is determined that soil concentrations exceed the prescribed action limit, then recommendations as to the need for remedial activity and/or clean-up shall be included as part of the report prepared pursuant to the Rongelap Work Plan.

(c) To the extent that transuranic contamination exists in excess of the prescribed action limit but is limited in nature, controllable, and does not impact designated dwelling, food gathering, food growing, and/or recreational areas, then resettlement may ensue while mitigative measures are considered and/or undertaken.

5. In the event the assessment of Rongelap Atoll conducted pursuant to the Rongelap Work Plan demonstrates that radiological conditions on Bokonlep Island or Erebot Island (and their immediate waters) exceed the herein-defined standards for resettlement, the overall determination to initiate resettlement for the southern islands of Rongelap Atoll shall be made without consideration of, and to the exclusion of, radiological conditions on Bokonlep Island or Erebot Island.

[A determination of non-readiness for resettlement]

6. In the event that the environmental and radiological assessment undertaken pursuant to the Rongelap Work Plan demonstrates that the southern islands of Rongelap Atoll are not ready for resettlement without first undertaking a clean-up and remedial program, the Rongelap Resettlement Project shall immediately prepare a report for presentation to the parties hereto containing recommendations as to clean-up requirements and optional remedial activities designed to make the southern islands of Rongelap Atoll ready for resettlement.

[Need for further surveys]

7. (a) In the event the Rongelap Work Plan report(s) to be prepared by the Rongelap Resettlement Project in accordance with Article III, Section 6(a) of this MOU demonstrate(s), based upon the standards and criteria herein set forth,

(1) that the southern islands of Rongelap Atoll are fully resettlable, the second stage of project study shall be the radiological characterization of the northern islands of Rongelap Atoll; or, alternatively,

(2) that the southern islands of Rongelap Atoll are not fully resettlable without remedial activity and/or clean-up, even after consideration of Section 5 to this Article, then the Rongelap Resettlement Project shall immediately propose for consideration by the parties an extended environmental radiation characterization necessary to support the development of remedial actions and/or clean-up, as prescribed by Section 6 of this Article, environmental radiation characterization in such other areas as Rongerik Atoll and Ailinginae Atoll and further, upon completion of these objectives, the Rongelap Resettlement Project would proceed with the evaluation of the northern islands of Rongelap Atoll as prescribed in subsection 7(a)(1).

(b) It is the intent of the parties to ensure that appropriate environmental and radiological assessments are ultimately conducted of all of the ancestral homeland of the Rongelap people to include the remainder of Rongelap Atoll, Ailinginae Atoll, and Rongerik Atoll. It is understood that these additional studies contemplated by this section are subject to and conditioned upon future U.S. Congressional funding.

[Resettlement]

8. Rongelap community resettlement will ensue if the initial assessment described at Section 1 of this Article establishes that no individual residing on the southern islands of Rongelap Atoll and consuming a local food only diet would receive a calculated dose of 100 mrem/year or more of radiation above natural background in the Marshall Islands.

9. Once a determination of readiness for resettlement by the Rongelap Resettlement Project is made and affirmed by the parties to this MOU, planning for resettlement and implementation thereof shall immediately commence, with the full cooperation of all parties to this MOU. It is the understanding and expectation of the parties that funding for rehabilitation and resettlement shall be provided by way of separate U.S. Congressional appropriation, the funds to be transferred from the U. S. Government to a Rongelap Resettlement Trust Fund in accordance with the trust agreement between DOI, RMI, and RALGOV for utilization consistent with this section and any conditions or requirements imposed by Congress.

10. For purposes of resettlement, "Rongelap community resettlement" refers to the voluntary return to Rongelap Atoll of the Rongelap people now residing on Mejjatto Island and such other citizens of the Marshall Islands who by virtue of their land rights in Rongelap Atoll voluntarily wish to be resettled.

11. The parties recognize that health concerns may exist for many members of the Rongelap community by virtue of their prior exposure to radiation. Additionally, they recognize the need for continued radiological monitoring both of returned citizens and of the Rongelap Atoll environment upon resettlement. Accordingly, the parties agree to address these problems as part of the resettlement program.

12. The parties also agree that in the event of a determination for resettlement and subsequent resettlement, relevant revisions to recommended individual exposure levels as expressed in International Commission for Radiation Protection ("ICRP") and National Council on Radiation Protection and Measurements ("NCRP") guidelines will be reviewed to ensure that radiation exposures are maintained at an acceptable level of risk.

[Future]

13. If in the future applicable radiation protection standards (e.g., the NCRP and the ICRP) are significantly reduced to below current recommendations, or post-resettlement whole-body measurements indicate that Rongelap residents are being exposed to radiation levels in excess of the 100 mrem/year limit established by Section 2 of this Article, then the parties agree to reevaluate the individual doses being received by the population or an individual at that time to determine that no individual is being exposed to any undue risk, and take such remedial action as shall at that time be deemed appropriate.

ARTICLE III

AGREEMENT BY AND BETWEEN THE RONGELAP ATOLL LOCAL GOVERNMENT COUNCIL (RALGOV) AND THE REPUBLIC OF THE MARSHALL ISLANDS (RMI)

The RALGOV and RMI further agree that:

1. In order to facilitate the implementation of this MOU and the Rongelap Work Plan, RALGOV and RMI shall establish a separate entity, to be known as the Rongelap Resettlement Project, which shall serve as the contracting authority for implementation of this MOU and the Rongelap Work Plan, and which shall be governed jointly by one representative of RMI and one representative of RALGOV.

2. The scientific direction and operational management of the Rongelap Resettlement Project shall be delegated by RMI and RALGOV, through the Rongelap Resettlement Project, to a Rongelap Resettlement Project Scientific Management Team (hereinafter the "Scientific Management Team"). In addition to his/her duties and obligations as set forth in Section 3 of this Article, one member of the Scientific Management Team, mutually selected by RMI and RALGOV, shall serve as principal scientific advisor to the Rongelap Resettlement Project.

3. The Scientific Management Team shall be selected by RMI and RALGOV and be comprised of not less than two nor no more than three appropriately qualified scientists. The members of the Scientific Management Team shall be assigned joint responsibility for the scientific direction and operational management of the Rongelap Resettlement Project, notwithstanding that their respective duties and responsibilities under the Rongelap Work Plan may vary. At least one of the scientists shall have demonstrated expertise in environmental and radiological analysis. Upon appointment of the scientists comprising the Scientific Management Team, RMI and RALGOV shall through the Rongelap Resettlement Project provide a service contract for each individual's term of appointment.

4. RMI and RALGOV shall utilize such funding as is made available by the Government of the United States, pursuant to Congressional appropriation, and the assistance of the RMI Nationwide Radiological Study pursuant to Article VI, paragraph 7 of this MOU and Article II, Section 1(e) of the Agreement Between the Government of the United States and the Government of the Marshall Islands for the Implementation of Section 177 of the Compact of Free Association ("the Section 177 Agreement"), to fulfill the scientific and technical requirements of the Rongelap Work Plan as well as the reporting requirements that are mandated by this MOU.

5. The RALGOV and RMI shall also mutually establish and contract for a Rongelap Resettlement Project Scientific Peer Review Group (hereinafter the "Scientific Peer Review Group"), to provide scientific peer review of the implementation of the Rongelap Work Plan and other technological aspects of the conduct of the Rongelap Resettlement Project. The Scientific Peer Review Group shall be available for consultation to the Scientific Management Team as necessary to execute the Rongelap Work Plan. The RALGOV and RMI may upon

mutual agreement change membership on the Scientific Peer Review Group as resettlement proceeds, and needs dictate.

6. (a) The RALGOV and RMI shall charge the Scientific Management Team with the responsibility of providing the following reports, in both English and Marshallese, to the Rongelap Resettlement Project established pursuant to Section 1 of this Article:

(1) On or before May 1, 1992, a preliminary report on the readiness of the southern islands of Rongelap Atoll for resettlement in order to permit the parties to decide whether to pursue the study option set forth at Section 7(a)(2) of Article II of this MOU in preference to the option described at Section 7(a)(1).

(2) Upon conclusion of the Rongelap Work Plan, a comprehensive report, in both English and Marshallese, shall be prepared on the radiological conditions on Rongelap Island and the southern islands of Rongelap Atoll, pursuant to such requirements and such schedules as may subsequently be deemed necessary by RMI and RALGOV. Said report shall address each component of the Rongelap Work Plan, any necessary and appropriate recommendations following therefrom, and shall include: a summary of study results; dose to infants and children; dose assuming a local food only diet; a comparison and analysis of the dose assuming a "local food only" diet as compared to a "realistic diet" that includes imported foods; and dose due to plutonium.

(b) Upon conclusion of subsequent stages of the Rongelap Resettlement Project, comprehensive reports shall be prepared pursuant to such requirements and schedules as may subsequently be deemed necessary by RMI and RALGOV.

7. Upon receipt of a Scientific Management Team report pursuant to Section 6 of this Article, the Rongelap Resettlement Project shall provide copies of same to the Scientific Peer Review Group for review, comment and recommendation. Resulting recommendations of the Scientific Peer Review Group shall be formally accepted or rejected by the Rongelap Resettlement Project.

8. RALGOV and RMI shall, through the Rongelap Resettlement Project, forward any report received pursuant to Section 6 of this Article to the parties to this MOU. Reports forwarded to the DOE/ES&H shall be accompanied by any comments and/or recommendations thereon received from the Rongelap Resettlement Project Scientific Peer Review Group.

[Assurance of future funding]

9. RALGOV and RMI hereby commit and pledge to one another that in the event the findings, conclusions and recommendations resulting from the Rongelap Work Plan warrant additional U.S. Congressional funding -- for further studies, clean-up and remedial programs, and/or for resettlement of the Rongelap people -- they will diligently and in good faith work together to obtain the additional Congressional appropriations and funding required.

10. RALGOV and RMI agree to do everything within their respective powers to maintain the scientific integrity of the studies and assessments undertaken pursuant to the Rongelap Work Plan, and to report in writing any compromise thereof to the other parties to this MOU.

ARTICLE IV - DEPARTMENT OF ENERGY, OFFICE OF ENVIRONMENT,
SAFETY AND HEALTH (DOE/ES&H)

The DOE/ES&H further agrees that:

1. The DOE/ES&H shall cooperate with and support the Rongelap Resettlement Project, specifically the Rongelap Work Plan, as requested and to the extent feasible, by providing whenever possible during the execution of its routine biannual environmental monitoring missions such logistical and other support as is mutually agreed, that will assist the Rongelap Resettlement Project in transporting necessary personnel and equipment to and from Rongelap Atoll.

2. Subject to modifications as the parties to this MOU might in the future agree, and Congress might subsequently endorse, DOE/ES&H shall continue the conduct of its bioassay and medical missions for the Rongelap people during and after resettlement of Rongelap, pursuant to Section 103 (h)(1) of Public Law 99-239.

3. Copies of reports received pursuant to Article III, paragraph 8 of this MOU shall be transmitted by DOE/ES&H to the NAS Scientific Peer Review Group for review and comment.

4. The DOE/ES&H shall give due consideration to the recommendations of its scientific peer review group (NAS). DOE/ES&H shall also assure all communications and recommendations by the NAS scientific peer review group are forwarded to RALGOV and RMI, for transmittal to the Rongelap Resettlement Project Scientific Peer Review Group.

5. Upon request by the Rongelap Resettlement Project and/or the Rongelap Project Scientific Management Team, DOE/ES&H shall furnish requested data relevant to the successful implementation and completion of the Rongelap Work Plan to the Rongelap Resettlement Project.

6. The DOE/ES&H agrees to conduct its Rongelap Atoll scientific activities and studies in a manner best calculated to complement and support the Rongelap Work Plan and the Rongelap Resettlement Project. To this end, DOE/ES&H shall regularly consult with the Rongelap Resettlement Project, the Rongelap Scientific Management Team, and other appropriate RALGOV and RMI representatives as to planned and ongoing DOE/ES&H or DOE/ES&H-contracted projects and activities related to or otherwise affecting Rongelap.

7. The DOE/ES&H shall provide or make available to RALGOV, RMI, the Rongelap Resettlement Project and/or the Scientific Management Team, without charge, requested declassified information, documents and data in DOE's possession, or under its custody or control, concerning past atmospheric and

terrestrial measurements relevant to the resettlement of the Rongelap people. To the extent if any documents of established relevancy are found to be classified, DOE/ES&H shall, upon request, immediately initiate a classification/declassification review in order to ensure, to the maximum extent possible, full disclosure of all information relevant and necessary to the Rongelap Resettlement Project and successful completion of the Rongelap Work Plan.

ARTICLE V - RONGELAP ATOLL LOCAL GOVERNMENT COUNCIL (RALGOV)

The RALGOV further agrees that:

1. As set forth in Article II of this MOU, RALGOV agrees on behalf of the People of Rongelap that if the initial environmental and radiological assessments of the areas described in Section 1 of Article II establishes that no individual resettling to the southern islands of Rongelap Atoll and subsisting on a local food only diet would receive an annual radiation dose exceeding 100 mrem/year above natural background or would be incidentally exposed to concentrations of transuranics in the soil in excess of the prescribed action limit of 17 pCi/g, Rongelap community resettlement will ensue without consideration for mitigation. However, consideration may be given by RALGOV to additional potential measures (i.e., application of fertilizers) to reduce individual and population radiation exposures to the returning population further below the 100 rem/year limit.

2. RALGOV shall support the timely completion of the Rongelap Work Plan through:

(a) Making the RALGOV Members available to confer with the Scientific Management Team upon request;

(b) Securing any necessary permissions for access, entrance, and the conduct of the Rongelap Work Plan from individuals that may be required so that the Rongelap Resettlement Project can undertake and complete all project field work;

(c) Serving as a liaison between the Scientific Management Team and the Rongelap community at large;

(d) Providing local personnel and community support as necessary to accomplish the objectives of the Rongelap Work Plan and any forthcoming approved activities related to resettlement.

ARTICLE VI - REPUBLIC OF THE MARSHALL ISLANDS (RMI)

RMI further agrees that:

1. The Rongelap Resettlement Project and Rongelap Work Plan shall be undertaken in conjunction with the RMI Nationwide Radiological Study conducted pursuant to Article II, Section 1(e) of the Section 177 Agreement.

2. RMI shall, upon receipt of funds from the DOI/OTIA pursuant to this MOU, assure the availability of these funds to the Rongelap Resettlement Project within five (5) business days of receipt thereof, pursuant to the terms and conditions to be set forth in a separate agreement to be entered into and by and between the Rongelap Resettlement Project, RMI and RALGOV.

3. RMI assures that it will comply with all applicable U.S. Federal laws, regulations and requirements as they relate to the application, acceptance, use and accounting of funds provided pursuant to this MOU.

4. An SF-270, Request for Advance or Reimbursement, will be submitted by RMI to DOI/OTIA for release or drawdown of funds on a quarterly basis. Said Requests shall be made in consultation with, and pursuant to instructions received from the Rongelap Resettlement Project.

5. An SF-269, Financial Status Report, will be submitted by RMI to DOI/OTIA quarterly.

6. RMI shall provide copies of all Financial Status Reports and Requests for Advances or Reimbursements, and any other reports required pursuant to this MOU, the Rongelap Resettlement Project, which shall in turn make same available to the parties to this MOU on a quarterly basis.

7. Utilizing the funds made available to the RMI Government pursuant to Article II, Section 1(e) of the Section 177 Agreement, the RMI Nationwide Radiological Study shall contribute certain of its services to the Rongelap Reassessment Project.

8. RMI is to assure the clearing and maintenance of the air runway on Rongelap Island during the course of the Rongelap Resettlement Project sufficient to permit air traffic to and from Rongelap Island.

ARTICLE VII - DEPARTMENT OF THE INTERIOR,
OFFICE OF TERRITORIAL AND INTERNATIONAL AFFAIRS (DOI/OTIA)

The DOI/OTIA agrees that:

1. The DOI/OTIA shall transfer to the RMI the appropriate portion of such funds as are appropriated by the United States Congress, pursuant to the FY 1992 Appropriation Act (P.L. 102-154) for the Department of Interior for the purpose of implementing the Rongelap Resettlement Project/Rongelap Work Plan.

2. The appropriate portion of funds specifically appropriated by the U.S. Congress for the purpose of implementing the Rongelap Work Plan shall be transferred to the RMI on a quarterly basis pursuant to, and upon receipt by DOI/OTIA of a quarterly SF-270 Request for Advance or Reimbursement.

3. Copies of all financial status reports submitted to DOI/OTIA, and any other reports required to be submitted to DOI/OTIA by this MOU, shall be provided on a timely basis to all parties to this MOU.

ARTICLE VIII - ADDITIONAL AGREEMENTS

All parties further agree:

1. The Rongelap Resettlement Project shall be initiated on or about March 1, 1992, or as soon as practicable after funding is made available by the United States Government. It is the understanding and intent of the parties to this MOU that the Rongelap Resettlement Project shall conclude its mandate and submit its final report pursuant to the Rongelap Work Plan and this MOU on or before April 1, 1993.

2. This MOU shall remain in effect pending completion of the Rongelap Resettlement Project. This MOU may be amended by the mutual consent of the parties hereto.

3. This MOU shall be governed and interpreted in accordance with applicable laws of the United States and the Republic of the Marshall Islands. In the event of dispute with respect to the interpretation or execution of this MOU, the parties agree to in the first instance seek to resolve such dispute through good faith negotiations by and between themselves. Should such negotiations fail, resolution of the matter in dispute shall be governed by the Conference and Dispute Resolutions provisions of Title Four, Article II, of the Compact of Free Association, although nothing contained therein shall be construed as a bar to direct and immediate participation by RALGOV in any conference or dispute resolution activities thereunder.

4. Program Funding - The details of the levels of support to be furnished between DOE/ES&H and DOI/OTIA with respect to funding will be developed in specific interagency agreements or other agreements, subject to the availability of funds. This MOU shall not be used to obligate or commit funds or as the basis for the transfer of funds. The DOE/ES&H and the DOI/OTIA will provide each other mutual support in budget justification to the Office of Management and Budget and hearings before the Congress with respect to programs on which the organizations collaborate.

5. Management Arrangements - This MOU envisages direct communication between DOE/ES&H and officials of other organizations involved in managing the work to be performed. Interagency agreements or project plans will set forth specific arrangements for program implementation. Such plans set forth necessary cooperative arrangements and procedures for handling decisions required by various Government officials. Specific funding and tasking will be implemented through interagency agreements.

6. Public Information Coordination - Subject to the Freedom of Information Act (5 U.S.C. 552), decisions on disclosure of information to the public regarding projects and programs referenced in this MOU shall be made by DOE/ES&H or DOE/OTIA following consultation with the other parties representatives.

6. Amendment and Termination - This MOU may be amended by written agreement between the parties. This MOU may be terminated by the mutual

written agreement of the parties or by any party upon 45 day written notice to the other parties.

7. Effective Date - This MOU shall be effective upon the latter date of signature of the parties. It shall remain in effect for a 5-year term from the effective date.

APPROVED AND SO AGREED:

U.S. Department of Energy
Office of Environment, Safety
and Health

Date: 2/21/92

BY: Paul E. Ziemer

U.S. Department of the Interior
Office of Territorial and
International Affairs

Date: 2/21/92

BY: Paul Auer

Republic of the Marshall Islands

Date: 2/21/92

BY: John M. Brown

Rongelap Atoll Local Government Council

Date: 2/21/92

BY: Benny G. Brown
Mayor, RALGOV

Date: 2/21/92

BY: John A. Brown
Senator